

SECTION I - CONTRACT CLAUSES**I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE (DFAS I1) (DEC 1997)**

The following clauses are incorporated by reference with the same force and effect as if they were given in full text. The Offeror is cautioned not to delete clauses from, nor add clauses to, the following contract clause list. Such an action may cause your offer to be rejected. Note: The complete text of specific clauses is contained in Chapters 1 (Federal Acquisition Regulation) and 2 (DOD FAR Supplement) of Title 48 of the Code of Federal Regulations (CFR) which are available at most law libraries. In addition, the full text of FAR and DFARS clauses may be accessed electronically at <http://farsite.hill.af.mil/>.

<u>CLAUSE (DATE)</u>	<u>TITLE</u>
252.201-7000 (DEC 1991)	CONTRACTING OFFICER'S REPRESENTATIVE
52.202-1 (OCT 1995)	DEFINITIONS
52.203-3 (APR 1984)	GRATUITIES
52.203-5 (APR 1984)	COVENANT AGAINST CONTINGENT FEES
52.203-6 (JUL 1995)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7 (JUL 1995)	ANTI-KICKBACK PROCEDURES
52.203-8 (JAN 1997)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10 (JAN 1997)	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12 (JUN 1997)	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
252.203-7001 (MAR 1999)	SPECIAL PROHIBITION ON EMPLOYMENT
252.203-7002 (DEC 1991)	DISPLAY OF DoD HOTLINE POSTER
52.204-4 (JUN 1996)	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
252.204-7000 (DEC 1991)	DISCLOSURE OF INFORMATION
252.204-7003 (APR 1992)	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
252.204-7004 (MAR 1998)	REQUIRED CENTRAL CONTRACTOR REGISTRATION

252.205-7000 (DEC 1991)	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
52.209-6 (AUG 1995)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
252.209-7000 (NOV 1995)	ACQUISITION FROM DEFENSE CONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
252.209-7004 (MAR 1998)	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
52.215-2 (JUN 1999)	AUDIT AND RECORDS-NEGOTIATION
52.215-8 (OCT 1997)	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10 (OCT 1997)	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12 (OCT 1997)	SUBCONTRACTOR COST OR PRICING DATA
52.215-14 (OCT 1997)	INTEGRITY OF UNIT PRICES
52.215-15 (DEC 1998)	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.215-18 (OCT 1997)	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19 (OCT 1997)	NOTIFICATION OF OWNERSHIP CHANGES
52.215-20 (OCT 1997)	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
52.215-21 (OCT 1997)	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS
252.215-7000 (DEC 1991)	PRICING ADJUSTMENTS
52.216-7 (APR 1998)	ALLOWABLE COST AND PAYMENT
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52.219-8 (OCT 1999)	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS

52.219-9 (JAN 1999)	SMALL BUSINESS, SMALL DISADVANTAGED, AND WOMEN OWNED SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (MAR 1996)
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252.227-7026 (APR 1988)	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE
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52.228-5 (JAN 1997)	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
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52.233-1 (DEC 1998)	DISPUTES Alternate I (DEC 1991)
52.233-2 (AUG 1996)	SERVICE OF PROTEST
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52.233-3 (AUG 1996)	PROTEST AFTER AWARD Alternate I (JUN 1985)
52.237-2 (APR 1984)	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION
52.237-3 (JAN 1991)	CONTINUITY OF SERVICES
52.239-1 (AUG 1996)	PRIVACY AND SECURITY SAFEGUARDS
252.241-7001 (DEC 1991)	GOVERNMENT ACCESS

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52.242-13 (JUL 1995)	BANKRUPTCY
252.242-7000 (DEC 1991)	POSTAWARD CONFERENCE
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52.243-2 (AUG 1987)	CHANGES - REIMBURSEMENT Alternate I (APR 1984)
252.243-7001 (DEC 1991)	PRICING OF CONTRACT MODIFICATIONS
252.243-7002 (MAR 1998)	REQUESTS FOR EQUITABLE ADJUSTMENT
52.244-2 (AUG 1998)	SUBCONTRACTS
52.244-2 (AUG 1998)	SUBCONTRACTS Alternate I (AUG 1998)
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252.246-7000 (DEC 1991)	MATERIAL INSPECTION AND RECEIVING REPORT
52.247-1 (APR 1984)	COMMERCIAL BILL OF LADING NOTATIONS
52.247-67 (JUN 1997)	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION
252.247-7023 (NOV 1995)	TRANSPORTATION OF SUPPLIES BY SEA
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52.248-1 (MAR 1989)	VALUE ENGINEERING

52.249-4 (APR 1984)	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-6 (SEP 1996)	TERMINATION (COST-REIMBURSEMENT)
52.249-8 (APR 1984)	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14 (APR 1984)	EXCUSABLE DELAYS
252.249-7002 (DEC 1996)	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION
52.251-1 (APR 1984)	GOVERNMENT SUPPLY SOURCES
252.251-7000 (MAY 1995)	ORDERING FROM GOVERNMENT SUPPLY SOURCES
52.253-1 (JAN 1991)	COMPUTER GENERATION OF FORMS BY THE PUBLIC

I.2 ORDERING, FAR 52.216-18 (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 12 months thereafter (unless otherwise extended under any option provisions).
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 INDEFINITE QUANTITY, FAR 52.216-22 (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by Orders issued in accordance with the Ordering clause. The Contractor shall furnish to the government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of Orders that may be issued. The government may issue Orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any Order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the Order. The contract shall govern the Contractor's and government's rights and obligations with respect to that Order to the same extent as if the Order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 90 days after the expiration of the contract.

I.4 DELIVERY ORDER PROCEDURES (CPFF IDIQ AND TIME AND MATERIALS) (DFAS I5) (DEC 1997)

(a) Ordering. Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Task Orders on DD Form(s) 1155 by the following individual who is designated as authorized Ordering Officer and the Procuring Contracting Officer (PCO):

Any Contracting Officer
Defense Finance and Accounting Service
CM #3, Rm 227 (Attn: ASO/DPB)
1931 Jefferson Davis Highway
Arlington, VA 22240-5291
Telephone: 703-607-5731, Telefacsimile: 703-602-5642

(1) Such individual is also responsible for administering Task Orders placed hereunder.

(2) All Task Orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any Task Order. When mailed, a Task Order shall be "issued" for purposes of this contract at the time the Government deposits the Order in the mail (or, if transmitted by other means, when physically delivered to the Contractor).

(3) A DD Form 1155 will be issued for each Order. In addition to any other data that may be called for in the contract, the following information shall be provided:

- (i) Contract number;
- (ii) Requisition number;
- (iii) Order Number;
- (iv) Date;
- (v) Task(s) to be performed;
- (vi) Number of hours for the task(s) by Labor Category and Labor rate(s) (or Cost Plus Fixed Fee as applicable)
- (vii) Ceiling amount of Order;
- (viii) Accounting and appropriation data;
- (ix) Inspection and delivery date(s);
- (x) Invoice and payment provisions to the extent not covered by the contract.

(4) The total estimated dollar amount of each Order constitutes a ceiling price for that Order. If at any time the Contractor has reason to believe that the sum of the hourly rate payments and support costs (or cost plus fixed fee) which will accrue in the performance of the Task Order in the next succeeding thirty (30) days, when added to all other payments previously accrued, will exceed eighty-five percent (85%) of the ceiling price set forth in the Task Order, the Contractor shall notify the Contracting Officer in writing to that effect, giving its revised estimate of the total price to the Government for performance of the Order, together with supporting reasons and documentation.

(5) The original and one copy of the Task Order (DD Form 1155) shall be furnished to the cognizant disbursing activity.

(b) Processing Cycle. The tasks to be accomplished under this contract shall be determined by the Receiving Activity. The COR shall forward all required documentation to the Ordering Officer. The Ordering Officer shall solicit a proposal from the Contractor requesting the Contractor's proposal for successful completion of the Tasking. Following receipt of the Contractor's proposal, negotiations will be held between the Ordering Officer and the Contractor. However, the Government reserves the right to unilaterally issue any Task Order. In that event, upon receipt of the DD Form(s) 1155, the Contractor considers the estimated Labor Hours allotted for completion of the work, or the specified completion date to be unreasonable, the Contractor shall promptly notify the Ordering Officer in writing stating why the estimated Labor Hours or specified completion date is/are unreasonable. Notwithstanding this notification, the Contractor shall without delay provide the services and/or supplies ordered and accomplish the work to the best of its ability.

(c) Oral Orders. Oral Orders may be placed hereunder only in emergency circumstances. Information described within this clause shall be furnished to the Contractor at the time of placing an Oral Order and shall be confirmed by issuance of a written Task Order on DD Form 1155 within five (5) working days. Oral Orders may only be issued by the Procuring Contracting Officer. Oral Orders may not exceed \$10,000.

(d) Modifications to Task Orders. Orders may be modified by written agreement between the Ordering Officer and the Contractor, effected on a Standard Form 30 and including the information set forth in paragraph (a)(3) above, as applicable. Orders may be modified orally by the Ordering Officer only in emergency circumstances. Oral Modifications shall be confirmed by issuance of a written Modification on Standard Form 30 within five (5) working days from the time of the oral communication modifying the Task Order.

(e) Task Order Ceiling Amount. The ceiling amount for each Task Order may not be exceeded unless authorized by the Contracting Officer through issuance of a written Modification to the Task Order.

(f) Contract Line Item Number (CLIN) Ceiling/Variation. The number of hours specified within the Task Order for any classification of Direct Labor by contract line item number (CLIN) (or for Cost plus Fixed Fee, as set forth in the Task Order's level of effort) may be used by the Contractor in any other Direct Labor classification cited in the Task Order, provided that the number of hours so transferred do not exceed twenty five percent (25 %) of the number of hours in the Direct Labor classification from which the hours are taken. Transfers in excess of this percentage shall not be made without a modification to the Task Order. (If zero percent (0%) is shown, then no variation is authorized.)

I.5 LEVEL OF EFFORT (COST PLUS FIXED FEE/IDIQ), (DFAS I5A) (FEB 1997)

(a) The Contractor shall utilize non-key personnel at its discretion, and in accordance with the accepted Staffing Plan, to meet the performance requirements, and shall provide Key Personnel to manage the overall performance.

(b) Based on historical data, the Government estimates the level of effort (for Cost Reimbursable portions) during the term of this contract to be 258,200 labor-hours of direct labor. The estimated total labor hours of direct labor are as follows:

System Improvement / New Initiatives / Training

LOT II, BASE YEAR	48,200 HRS
LOT III, OPTION YEAR I	51,500 HRS
LOT IV, OPTION YEAR II	56,000 HRS
LOT V, OPTION YEAR III	52,700 HRS
LOT VI, OPTION YEAR IV	<u>49,800 HRS</u>
 TOTAL - CONTRACT TERM	 258,200 HRS

The composition is estimated only. The Government may place orders that exceed estimated hours.

(b) The Government is required only to place orders for the guaranteed minimum amount (see "Minimum and Maximum Contract Amount" in Section I).

(c) Specific levels of effort will be specified on individual task orders.

(d) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether the order is fully funded, applies to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or the "Limitation of Funds" clause.

(e) The Contractor shall notify the contracting officer immediately in writing whenever there is reason to believe that: (1) The level of effort the Contractor expects to incur under any order in the next sixty (60) days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or (2) The level of effort required to perform a particular order will be greater than the level of effort established for that order. As part of the notification, the Contractor shall provide the contracting officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor shall also submit a proposal for equitable adjustment to the estimated cost and fixed fee that would cover the increase level of effort. Any such upward adjustment shall be prospective only (i.e., will apply only to effort expended after a modification (if any) is issued). However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the contracting officer.

(f) Within thirty (30) days after completion of the work under each task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, the contracting officer's technical representative and the Defense Contract Audit Agency Office to which voucher are submitted.

(1) The total number of labor hours of direct labor, including subcontract labor expended.

(2) A breakdown of this total showing the number of labor hours expended in each direct labor classification listed in the task order schedule, including the identification of key employees utilized.

(3) The Contractor's estimate of total allowable cost incurred under the task order.

(4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(g) In the event that less than 100% of the estimated level of effort for this basic contract is expended; or if said level of effort has been previously revised upward, of the fee bearing portion of the

additional hours by which the level of effort was last increased; or is actually expended by the completion date of the contract, the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provision of the "Limitation of Cost" clause, or, as applicable, the "Limitation of Funds" clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended labor hours is less than 100% of the original level of effort of the fee bearing portion of the last upward revision.

(h) In the event that the incurred level of effort exceeds 3% of the task order requirement, but does not exceed the estimated cost of the contract, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid a fixed fee, however, on the level of effort in excess of 100% without complying with paragraph (e) above. This understanding does not supersede or change subsection (e) above, whereby the Contractor and Government may agree on a change to the task order level of effort with equitable adjustment of both the cost and fee. Further, the Contractor shall not exceed 100% of the total level of effort specified in the basic contract.

I.6 MINIMUM AND MAXIMUM CONTRACT AMOUNT (DFAS I7) (SEP 1998)

(a) During the life of this contract, the Government shall place orders totaling a minimum of 10% of the total estimated dollar amount of the base year of the contract. The base year is defined as Lot II. There shall be no minimum ordering requirements applicable to individual option Lots.

(b) During the life of this contract, the total maximum amount available for placement under orders is cumulative with each option exercise and unexpended balances may be used in succeeding option years.

I.7 OPTION TO EXTEND THE TERM OF THE CONTRACT, FAR 52.217-9 (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to the expiration date of the contract; provided that the government shall give the Contractor preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the government to an extension.

(b) If the government exercises this option, the extended contract shall be considered to include this option provision consideration.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years beyond the transition period expiration (excluding the period under FAR 52.217-8 as applicable).

I.8 OPTION EXERCISE (DFAS I8) (FEB 1997)

The option referenced in FAR 52.217-8, "Option to Extend Services," may be exercised by written notice from the Contracting Officer prior to the expiration of the current period of performance, regardless of the existence of any Option(s) in the contract (the prices of which would otherwise be effective during the period of performance being extended under FAR 52.217-8). Accordingly, the costs/prices identified within the period of performance being extended by the Contracting Officer shall supersede those of any unexercised Option(s) remaining in the contract.

I.9 PAYMENT FOR OVERTIME PREMIUMS, FAR 52.222-2 (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero or the overtime premium is paid for work -

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g. department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

I.10 LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE (DFAS I12) (FEB 1997)

The following types of insurance are required in accordance with FAR 52.228-5 entitled, "Insurance-- Work on A Government Installation," and shall be maintained by the Contractor in the minimum amounts shown:

- (a) Comprehensive General Liability: \$500,000 per occurrence;
- (b) Automobile Insurance: Comprehensive bodily injury and property damage liability on all automobiles used in connection with performing this contract. Automobiles operated in the United States shall have coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(c) Standard Workmen's compensation and Employer's Liability Insurance: as required by applicable Federal and State workers' compensation and occupational disease statutes.

Prior to commencement of work, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the required insurance. The policies for required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government shall not be effective until 30 days after notice has been given and approved by the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's prior approval.

The substance of this clause shall be made to flow down to any subcontractors.

I.11 LIABILITY INSURANCE (COST CONTRACTS) (DFAS I13) (FEB 1997)

The following types of insurance are required in accordance with FAR 52.228-7 entitled, "Insurance--Liability to Third Persons," and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability:
 - (1) \$200,000 per person; and
 - (2) \$500,000 per accident for bodily injury.
 - (3) No property damage general liability insurance is required.
- (b) Automobile Insurance (comprehensive form of policy is required):
 - (1) \$200,000 per person; and
 - (2) \$500,000 per occurrence for bodily injury; and
 - (3) \$20,000 per accident for property damage.

(c) Standard Workmen's Compensation and Employer's Liability Insurance: as required by applicable Federal and State workers' compensation and occupational disease statutes.

The substance of this clause shall be made to flow down to any subcontractors.

I.12 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER, (DFAS) (FEB 1997)

(a) Except as specified in paragraph (b) herein, no order, statement, or conduct of government personnel who visit the Contractor's facilities, or in any other manner communicate with Contractor personnel during the performance of this contract, shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction, or request of government personnel unless issued in writing and signed by the Contracting Officer, or pursuant to specific authority otherwise included in this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the Contracting Officer. In the event the Contractor effects any change(s) at the direction of any person other than the Contracting Officer, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract (or Delivery Order) to cover any increase in charges incurred as a result thereof. The name and address of the Procurement Contracting Officer (PCO) is:

Any Contracting Officer
Defense Finance and Accounting Service (DFAS)
CM #3, Rm 227 (Attn: ASO/DPB)
1931 Jefferson Davis Highway
Arlington, VA 22240-5291
(703) 607-5731 FAX (703) 602-5642

I.13 CHANGE PROPOSALS (DFAS I14) (FEB 1997)

(a) After contract award, the Government may solicit, and the Contractor is encouraged to independently propose, changes to the equipment, software specifications, or other requirements of this contract. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased data processing requirements. If the proposed changes are acceptable to both parties, the Contractor shall submit a price proposal to the Government for evaluation. Those proposed changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This clause applies only to those proposed changes identified by the Contractor under a proposal submitted pursuant to the provisions of this clause. At a minimum, the following information shall be submitted by the Contractor with each proposal:

(1) A description of the difference(s) between the existing contract requirement and the proposed change(s), and the comparative advantages and disadvantages of each;

(2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any change proposal not accepted by the Government within the period specified in the change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract.

(d) The Contracting Officer may accept any change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a change proposal under this contract, the Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If a change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract.

(f) The Contractor is requested to identify specifically any information contained in the change proposal which the Contractor considers confidential and/or proprietary. Identification of information as confidential and/or proprietary is for information purposes only shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

(g) Nothing in this clause shall be construed to authorize change proposals which are properly new work and require justification and approval in accordance with FAR Part 6. All matters should be coordinated with the Contracting Officer.

I.14 CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

I.15 AUTHORIZED DEVIATIONS IN CLAUSES, FAR 52.252-6 (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.